# IOWA STATE UNIVERSITY

**FACILITY USE AGREEMENT**

**(EVENT & YOUTH PROGRAM)**

This Facility Use Agreement (“Agreement”) is entered into by Iowa State University of Science and Technology, on behalf of its <ISU DEPARTMENT> (“ISU”), and <CUSTOMER NAME> (“Customer”). The Effective Date of this Agreement shall be the date on which the last party signs this Agreement. Attachments A, B, and C are incorporated into this Agreement by reference.

## Permission to Use Rental Area. ISU grants Customer permission to use the Rental Area during the Time of Rental for the Event as described in the Event Details in Attachment A. Any equipment or services to be provided by ISU for the Event are set forth in the Event Details.

## Financial. Customer shall timely pay ISU the fees set forth in the Event Details. If any payment is not received from Customer when due, ISU may impose a finance charge up to the maximum rate allowed by law, refer the unpaid amount for collection, and/or cancel the Event. Customer must pay all collection costs and legal fees if ISU must take action to recover any past due amounts.

## Cancellation by Customer. Customer may cancel the Event only as set forth in the Event Details. Customer shall pay ISU the cancellation fee set forth in the Event Details.

## Contact Persons. The individuals serving as the primary contacts for the parties to this Agreement are set forth in the Event Details.

## Time of Rental. Customer may only enter and use the Rental Area during the Time of Rental. The Time of Rental includes set up and clean up times. If Customer exceeds the Time of Rental, ISU will charge Customer an additional fee for the excess time. The charge of the fee is not to be construed as permission to be present in the Rental Area beyond the Time of Rental. Customer must timely vacate the Rental Area.

## Compliance with Laws. Customer shall comply, and shall require its employees, contractors, and guests to comply, with all applicable laws, regulations, ordinances, ISU policies, and rules for the Rental Area (“Laws”). ISU’s policies are set forth in Chapter 681-13 of the Iowa Administrative Code and at <http://www.policy.iastate.edu/>. ISU policies prohibit or impose restrictions on the following on ISU property: (a) smoking; (b) alcohol; (c) controlled substances; (d) weapons, such as firearms, knives, tasers, explosives and archery equipment; (e) fireworks and highly flammable materials; (f) gambling; (g) solicitation; (h) animals; and (i) motor vehicles on ISU sidewalks and outdoor green space areas. ISU may inspect the Rental Area, access the Rental Area to perform maintenance, enforce applicable Laws, and remove any person who is disruptive to ISU’s operations or where ISU reasonably believes such person is acting in an unsafe manner or may cause or has caused harm to people, the Rental Area, or other property.

## If this box is checked, the Event is a Youth Program as defined by ISU’s Youth Activities, Pre-Collegiate Programs and Camps policy and Customer must comply with the Youth Program Requirements set forth in Attachment B.

## Vacating Rental Area. Customer shall vacate the Rental Area and remove all property belonging to Customer and its employees, contractors, and guests (“Customer Property”) before the end of the Time of Rental. ISU may remove, dispose of, and store any Customer Property that Customer fails to promptly remove. Customer shall pay all expenses associated with such removal, disposal, and storage.

## Damages. Customer shall leave the Rental Area and ISU property in as good condition as they were in immediately prior to the Event, reasonable wear and tear excepted. Customer shall be responsible for any damage to or loss of ISU property caused by Customer or Customer’s employees, contractors, or guests. Customer shall notify the ISU Contact immediately of any such damage or loss. ISU may repair or replace the damaged or lost ISU property. In such event, ISU will charge Customer for the costs incurred by ISU for the repair or replacement.

## Release. ISU provides the Rental Area and its equipment and services “AS IS”. Customer assumes any and all risk of loss, damage, and liability that Customer may sustain while using the Rental Area. ISU assumes no responsibility or liability for any Customer Property. IN NO EVENT SHALL ISU BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## Indemnification. Customer shall indemnify and hold harmless the State of Iowa, the Board of Regents-State of Iowa, Iowa State University, and their officers, employees, and agents from all claims arising from the acts or omissions of Customer or Customer’s employees, contractors, or guests or arising from Customer’s use of the Rental Area, except those resulting from the negligence of any ISU employee or agent.

## Insurance. Customer shall maintain the insurance coverage below throughout the Time of Rental (check one):

Low Risk - No insurance required

Medium Risk – Insurance coverage requirements can be found in Attachment C-1

High Risk – Insurance coverage requirements can be found in Attachment C-2

## Customer shall submit any required certificates of insurance and endorsements to the ISU Contact no later than 30 days prior to the earliest date Customer may use the Rental Area. ISU may prohibit Customer from entering ISU property until ISU receives confirmation that the required insurance has been obtained. If Customer or Customer’s contractors fail to carry the required insurance, ISU may cancel the Event.

## Cancellation By ISU.

## For Cause. ISU may cancel the Event upon notice to Customer if: (a) Customer fails to timely pay ISU; (b) Customer fails to carry the required insurance set forth in Attachment C, if applicable; or (c) if Customer or Customer’s employees, contractors, or guests (i) disrupt ISU’s operations or other’s use of other ISU property, (ii) act in a manner ISU reasonably believes to be unsafe or that may cause or has caused harm to persons, the Rental Area, or other property, or (iii) violate applicable Laws. ISU shall have no obligation to refund any fees already paid by Customer, and Customer shall remain obligated to pay any fees incurred but not yet paid.

## Force Majeure. ISU may cancel the Event upon notice to Customer if a Force Majeure Event occurs. A “Force Majeure Event” means an event beyond the reasonable control of ISU that (i) prevents or hinders the Event from being held on the scheduled date and time or (ii) endangers the health or safety of Event attendees or ISU employees. If ISU cancels the Event due to a Force Majeure Event, it will refund any fees paid by Customer to ISU pursuant to this Agreement less any non-cancelable obligations incurred by ISU prior to the date of cancellation.

## Without Cause. ISU may cancel the Event for any reason by providing notice to Customer not less than 90 days prior to the Event. ISU will refund any fees paid by Customer to ISU pursuant to this Agreement.

## Notice. Notices relating to this Agreement shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt; or (iii) if sent by email, when the recipient acknowledges having received the email. Customer shall deliver notices to the ISU Contact; ISU shall deliver notices to the Customer Contact.

## Miscellaneous. This Agreement is the entire agreement between the parties. All terms and conditions in other instruments, including purchase orders issued by Customer, are void. This Agreement supersedes all prior agreements between ISU and Customer for use of the Rental Area for the Event. No modification of this Agreement will be effective unless it is in writing and signed by the parties. A failure to enforce an obligation or exercise a right or remedy under this Agreement will not preclude a party from enforcing the obligation or exercising the right or remedy on other occasions. If a court determines a provision of this Agreement is unenforceable, the provision shall be amended to the minimum extent necessary to render it enforceable. If such amendment is not possible, then the provision shall be disregarded and the remainder of this Agreement shall remain in effect. If, however, amending or disregarding the provision deprives a party of a material benefit intended to be conferred by this Agreement, then this Agreement shall be deemed terminated. The terms of this Agreement that, by their nature, would continue beyond the termination of this Agreement will survive termination. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. The law of the State of Iowa, without giving effect to its conflict of law rules, governs all adversarial proceedings brought by one party against the other party arising from this Agreement. The parties shall institute adversarial proceedings in a court of competent jurisdiction in the State of Iowa.

**SIGNATURES**

Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so. The parties consent to this Agreement being executed in any number of counterparts and delivered by electronic transmission in PDF format. The parties also consent (if applicable) to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., DocuSign, Adobe Sign).

|  |  |
| --- | --- |
| **Customer**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Iowa State University of Science and Technology**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A**

**EVENT DETAILS**

**Rental Area**

ISU shall provide the following Rental Area to Customer:

**Event**

Customer may use the Rental Area for only the following purpose(s):

**Time of Rental**

Customer may use the Rental Area only during the following dates and times:

**ISU Equipment and Services**

ISU shall provide the following equipment and/or services to Customer in connection with Customer’s use of the Rental Area:

**Food/Beverage (**check one**):**

None

ISU Catering – Customer must enter into a separate contract with ISU Catering.

Other Caterer – Caterers other than ISU Dining are subject to ISU’s approval. Customer is responsible for contracting with caterer for services.

**Alcohol (Check one):**

No

Yes – Service of alcohol at Event is subject to ISU’s approval.

**Fee and Payment Schedule**

Customer shall pay ISU the following fees in accordance with the following schedule for the use of the Rental Area:

**Cancellation by Customer**

**Other Terms**

**Contact Persons**

|  |  |
| --- | --- |
| For ISU:  Name:  Address:  Phone:  E-Mail: | For Customer:  Name:  Address:  Phone:  E-Mail: |

**ATTACHMENT B**

**YOUTH PROGRAM REQUIREMENTS**

***THIS ATTACHMENT ONLY APPLIES IF THE BOX IN SECTION 6 (COMPLIANCE) IS CHECKED***

A third-party youth activity, program or camp (“Youth Program”) operated by an individual, organization, or entity that is external to ISU requesting to use ISU facilities is subject to the ISU Youth Activities, Pre-Collegiate Programs and Camps policies and procedures and the following requirements:

1. **General Requirements**
2. **Program Registration.** Prior to holding a Youth Program on ISU property or using ISU's name or resources in any way in connection with a Youth Program, the Youth Program must be registered with ISU’s Office of Risk Management. Customer must cooperate with the ISU Contact in completing the Youth Program registration. If registration is not satisfactorily completed, ISU may terminate this Agreement upon notice to Customer.
3. **Designated Program Leader.** Customer must designate an adult as a Program Leader. The Program Leader is responsible for Youth Program management and operation and shall have adequate qualifications, training, and supervisory experience as determined by Customer.
4. **Reporting Incidents and Accidents.** The Program Leader is responsible for submitting an incident report directly to ISU Police in any case where a participant is involved in a physical altercation or ANY suspected crime (harassment, theft, molestation, etc.). Individuals who are mandatory reporters of all forms of child abuse (not just physical or sexual abuse) under state law must also fulfill their statutory obligation to report to the Department of Human Services as provided by Iowa Code §232.67-70. Individuals who are not mandatory reporters may, and are strongly encouraged to, report all forms of child abuse directly to the Department of Human Services.
5. **Parental Consent Forms.** Customer must have participants sign a Parental Permission Agreement (if the participant is under the age of 18) prior to participation.
6. **Medical Emergencies.** Customer must formally arrange for access to emergency medical services for participants prior to the start of the Youth Program.
7. **Insurance Requirements.** See Attachment C-2 “Insurance Requirements - High Risk”*.*
8. **Youth Program Background Screening.** Customer must complete a background check on all personnel including volunteers working at a Youth Program on ISU property in accordance with ISU’s Youth Activities, Pre-Collegiate Programs and Camps policy. At a minimum, the background check shall include checking the National Sex Offender Registry. An individual who has been convicted of an offense for which he/she must register with the Iowa or National Sex Offender Registry may not serve in any capacity for a Youth Program at ISU. ISU’s Office of Risk Management may review Customer’s compliance with background screening requirements.
9. **Child Abuse Prevention and Awareness Training.** Customer’s Program Leader should complete ISU’s Child Abuse Prevention and Awareness Training. This course provides an overview of techniques for preventing and responding to child abuse, as well as Laws that apply to child abuse prevention and reporting.

**ATTACHMENT C-1**

**INSURANCE REQUIREMENTS (MEDIUM RISK)**

***THIS ATTACHMENT ONLY APPLIES IF THE BOX FOR MEDIUM RISK INSURANCE***

***IN SECTION 11 (INSURANCE) IS CHECKED***

Customer must maintain, and require Customer’s contractors who will be on ISU property to maintain, the following insurance coverages. Customer may purchase insurance through private insurance agent/broker or through URMIA TULIP at shall obtain, at <https://tulip.ajgrms.com/>.

|  |  |
| --- | --- |
| **Commercial General Liability** |  |
| Form of Coverage | Minimum Limits of Liability |
| 1. Bodily Injury and property damage | $1,000,000 for each occurrence |
|  | $1,000,000 aggregate |
| 1. Fire Legal Liability | $100,000 |
| 1. Medical Expense Coverage | $5,000 |
| 1. Contractual Liability Coverage |  |
| 1. Independent Contractor’s Protective Coverage | |
| 1. Aggregate Limit per location / jobsite shall apply | |
| 1. Products/completed operations coverage for a period of two (2) years after acceptance of work | |

* Policy shall name Iowa State University; Board of Regents, State of Iowa; and the State of Iowa as additional insureds and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought.
* Additional insured form CG 2026 or equivalent is required and must be attached to the certificate.
* This insurance afforded to additional insureds is to be primary of any other valid and collectible insurance including, but not limited to, any insurance ISU owns or self-insurance through the State of Iowa tort system.

**Commercial Automobile Liability** (*not applicable if Customer is individual)*

Insurance to include all owned, leased/rented, non-owned, hired, and employee non-owned vehicles.

|  |  |
| --- | --- |
| Form of Coverage | Minimum Limits of Liability |
| Bodily Injury and property damage | $1,000,000 combined single limit each accident |

* For transportation of hazardous materials, the policy shall contain endorsement CA 9948 or equivalent pollution extension.

**Workers Compensation and Employers Liability** *(not applicable is Customer is individual)*

|  |  |
| --- | --- |
| Form of Coverage | Minimum Limits of Liability |
| Coverage A | State Statutory Limit |
| Coverage B – Employer’s Liability | $100,000/$500,000/$100,000 |

* Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa.
* Workers Compensation coverage is required for all personnel working on this Agreement. All of Customer’s employees, partners, members, officers and sole proprietors must be included.

**General Terms:** Applicable to all coverages

* ISU reserves the right to require higher limits based on location or Customer’s activities.
* All companies shall be licensed to do business in the State of Iowa and have a minimum AM Best Rating of A-VII.
* Certificates must be issued and provided to the ISU Contact not less than 30 days prior to the commencement of the Time of Rental.
* The purchase of any policy or adding ISU as additional insured shall not limit the defense of governmental immunity.
* Customer is responsible for determining if Customer’s contractors have the required insurance coverages. Verifying insurance compliance of Customer’s contractors is the responsibility of Customer.
* Furnishing a certificate that does not meet these requirements does not amend nor alter the Agreement nor provide proof that Customer has met these requirements.

**ATTACHMENT C-2**

**INSURANCE REQUIREMENTS (HIGH RISK)**

***THIS ATTACHMENT ONLY APPLIES IF THE BOX FOR HIGH RISK INSURANCE***

***IN SECTION 11 (INSURANCE) IS CHECKED***

Customer must maintain, and require Customer’s contractors who will be on ISU property to maintain, the following insurance coverages. Customer may purchase insurance through private insurance agent/broker or through URMIA TULIP at shall obtain, at <https://tulip.ajgrms.com/> for non-Youth Programs or through URMIA Camps Insurance at <https://ucamps.rpsins.com/> for Youth Programs.

|  |  |
| --- | --- |
| **Commercial General Liability** |  |
| General Aggregate | $2,000,000 |
| Each Occurrence Limit | $1,000,000 |
| Fire Legal Liability | $300,000 |
| Medical Payments (Any One Person) | $5,000 |
| Personal & Advertising Injury | $1,000,000 |
| Products & Completed Operations, Aggregate | $2,000,000 |

|  |  |
| --- | --- |
| **Sexual Abuse and Molestation Coverage** |  |
| (only required for youth programs and coaches’ camps) | Minimum of $1,000,000 per occurrence or standard General Liability policy with no abuse or molestation exclusion |
|  |
|  |

* Policy shall name Iowa State University; Board of Regents, State of Iowa; and the State of Iowa as additional insureds and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought.
* Additional insured form CG 2026 or equivalent is required and must be attached to the certificate.
* This insurance afforded to additional insureds is to be primary of any other valid and collectible insurance including, but not limited to, any insurance ISU owns or self-insurance through the State of Iowa tort system.

**Excess/Umbrella Liability**

The policy must provide for $2,000,000 per occurrence.

* This Coverage shall be in excess of the General Liability, Auto, and Employers Liability required limits.
* Any retained limit amount shall be the sole responsibility of the of the policy holders.
* A combination of primary and excess policies can be used to meet the overall limit requirement.

**Automobile** (*not applicable if Customer is individual)*

$1,000,000 combined single limit each accident to include non-owned, hired, or rented vehicles.

* For transportation of hazardous materials, the policy shall contain endorsement CA 9948 or equivalent pollution extension.

**Workers Compensation and Employers Liability** *(not applicable is Customer is individual)*

|  |  |
| --- | --- |
| Form of Coverage | Minimum Limits of Liability |
| Coverage A | Statutory Limits |
| Coverage B – Employer’s Liability | $100,000/$500,000/$100,000 |

* Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa.
* Workers Compensation coverage is required for all personnel working on this Agreement. All of Customer’s employees, partners, members, officers and sole proprietors must be included.

**Excess Accident Medical** *(only required for coaches’ sport camps)*

Accidental Death and Dismemberment $10,000

Accident Medical and Dental Expense $25,000

**General Terms:** Applicable to all coverages

* ISU reserves the right to require higher limits based on location or Customer’s activities.
* All companies shall be licensed to do business in the State of Iowa and have a minimum AM Best Rating of A-VII.
* Certificates must be issued and provided to the ISU Contact not less than 30 days prior to the commencement of the Time of Rental.
* The purchase of any policy or adding ISU as additional insured shall not limit the defense of governmental immunity.
* Customer is responsible for determining if Customer’s contractors have the required insurance coverages. Verifying insurance compliance of Customer’s contractors is the responsibility of Customer.
* Furnishing a certificate that does not meet these requirements does not amend nor alter the Agreement nor provide proof that Customer has met these requirements.